


J. Craig Whitley
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE:) Bankruptcy Case No. 20-30706
) Chapter 7
PERFECT FIT INDUSTRIES, LLC,)
)
Debtor.)

**ORDER GRANTING TRUSTEE'S MOTION FOR AUTHORITY TO SELL INVENTORY,
TRADEMARKS AND CERTAIN PERSONAL PROPERTY FREE AND CLEAR OF LIENS,
CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS PURSUANT TO 11 U.S.C. § 363**

THIS MATTER came on before the undersigned United States Bankruptcy Judge for the United States Bankruptcy Court for the Western District of North Carolina on August 31, 2020, on the Motion by the Trustee for authority to sell inventory, trademarks and certain personal property free and clear of liens, claims, encumbrances, and other interests pursuant to 11 U.S.C. § 363 ("Sale Motion") and the Objection filed by Serta, Inc. to same. Appearances were made at the hearing by John W. Taylor, attorney for the Trustee, Stacey C. Cordes and Beth E. Rogers, attorneys for Serta, Inc. ("Serta"), R. Keith Johnson, attorney for Regal West Corporation and Jeffrey Chubak, attorney for R&M Group, LLC ("R&M Group").

Based upon the Court's review of the pleadings, the record in this case, and the representations made by the Parties in open court, the Court finds and concludes that the Trustee's Motion should be granted as set forth below:

JURISDICTION AND NOTICE

1. John W. Taylor is the duly appointed and acting Chapter 7 Trustee in the above referenced bankruptcy case of Perfect Fit Industries, LLC that was filed on July 24, 2020.
2. The Trustee brings the Motion pursuant to Sections 105 and 363 of the Bankruptcy Code

and Bankruptcy Rules 6004 and 9014. The Trustee has given all parties in interest due and proper notice of the Motion and the hearing thereon.

3. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334(b). The Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

4. The Bankruptcy Estate is the owner of certain inventory, trademarks and certain personal property as defined in the Motion (“Personal Property”). The Bankruptcy Estate is not the owner of the Serta Trademarks (as defined in the Serta Objection) and the term “Personal Property” as used herein does not include the Serta Trademarks or its rights therein.

5. The Debtor scheduled inventory with a cost basis of \$8,752,069.08 consisting of consumer warming and non-warming products including blankets, bedding and sofa covers. The Debtor scheduled the estimated liquidation value to be \$800,000.00.

6. The vast majority of the inventory being sold is in the possession of Regal West Corporation (“Regal West”) located in its fulfillment center/warehouse located in Anaheim, California. Regal West has asserted a warehouseman’s lien under California law in the current amount of \$739,296.86, with an additional amount of \$86,226.51 coming due on August 31, 2020. The Trustee believes that the storage fees of Regal West will continue to accrue at the rate of approximately \$86,000.00 per month thereafter.

7. The remaining inventory being sold is in the possession of SV Logistics in Compton, California in two shipping containers on which it has asserted a statutory carrier lien in the amount of \$16,189.36 under California law.

8. The lien asserted by SV Logistics is subject to a bone fide dispute by the Trustee and the inventory held by it is being sold free and clear of SV logistics lien, with the lien attaching to the sale proceeds. The Trustee will bring an adversary proceeding to determine the nature and extent of the lien asserted by SV Logistics.

9. The Bankruptcy Estate is also the owner of a small amount of inventory in the possession of The Pillow Company located in Dalton, Georgia (“Pillow Company Inventory”). The Trustee is not

seeking to sell the Pillow Company Inventory in this Motion.

10. The Debtor was the exclusive licensee of Serta branded warming products and furniture covers in the United States, Canada, and Mexico pursuant to a license agreement between the Debtor and Serta ("License Agreement"). Serta sent the Debtor a notice of termination of the License Agreement on June 15, 2020.

11. A significant portion of the inventory is branded with the trademark of Serta pursuant to the Licensing Agreement.

12. Serta filed an Objection to the Sale Motion, *inter alia*, on the basis that the License Agreement was terminated pre-petition and, therefore, not property of the estate and the Bankruptcy Estate has no right to sell the Serta Trademarked Inventory, without Serta's permission.

13. The Trustee filed his Response to Serta's Objection to the Sale Motion, *inter alia*, on the basis that the Serta branded inventory is property of the Bankruptcy Estate and that it has the right to sell the Serta branded inventory under the terms of the License Agreement and the Bankruptcy Code.

14. The Trustee received offers from two potential buyers for two separate parts of the Personal Property, each potential buyer offering to buy one of the separate parts.

15. The Trustee is seeking to sell both parts in conjunction with each other as the combined sale price is necessary to satisfy the warehouseman's lien asserted by Regal West.

16. The first part of the Personal Property consists of (1) non-Serta warming and non-warming inventory and Serta branded furniture covers, (2) Debtor trademarks, (3) the Perfectfitliving.com website, and (4) the code to the Debtor's cloud based ERP system ("Part One of Personal Property"). The inventory and trademarks included in Part One of Personal Property are listed on Exhibit A attached to the Motion.

17. The second part of the Personal Property consists of the Serta branded warming and non-warming inventory listed on Exhibit B attached to the Motion ("Part Two of Personal Property").

18. The Trustee received an offer from Royal Heritage Home, LLC ("Royal Heritage") to purchase Part One of the Personal Property for the sum of \$515,000.00 ("Royal Heritage Offer").

19. The Trustee received an offer from R&M Group, LLC (“R&M Group”) to purchase Part Two of the Personal Property for the sum of \$496,937.00 on the terms set forth in the Letter of Intent attached to the Sale Motion as Exhibit C (“R&M Group Offer”).

20. The R&M Group Offer was modified pursuant to an Asset Purchase Agreement between Serta and R&M (the “R&M APA”), a copy of which is attached hereto as Exhibit A, as well as additional agreements made by the Trustee with respect to same as reflected in the below decretals (the “R&M Group Modified Offer”). The modifications by the R & M APA do not alter or effect the Bankruptcy Estates’ rights or obligations under the R & M Group Offer.

21. Subject to the approval of the Court, the Trustee accepted the Royal Heritage Offer and the R&M Modified Group Offer, subject to the approval of both offers in conjunction with one another.

22. The sale of the Personal Property will be pursuant to the R & M APA as to the Part Two of Personal Property and free and clear of all liens, claims, encumbrances, and other interests, including but not limited to, the liens, claims and interests of Regal West, SV Logistics and Serta, with same attaching to the proceeds of the sale..

23. The sales shall be AS IS, WHERE IS, AND WITHOUT WARRANTY. The Trustee will provide to the buyer a Non-Warranty Trustee’s Bill of Sale at closing. Additionally, each lienholder will cancel any lien on the public record against the Personal Property within ten (10) days of notification, orally or in writing, by the Trustee that the Personal Property closing has occurred. To the extent it applies to charges arising before the sale of the Personal Property the lien of Regal West against the Personal Property will be automatically terminated upon Trustee’s payment to Regal West of the initial disbursement set forth in section 7 of the Order, below. With respect to inventory in Part One of the Personal Property, Regal West will retain lien rights for storage and charges for services that occur after Closing. With respect to inventory in the Part Two Personal Property, Regal West will retain lien rights for storage and charges for services that occur after Closing, to the extent same are not paid by the Trustee as set forth below in the Order.

24. In the opinion of the Trustee, the sale of the Personal Property as set forth herein is in the

best interest of the Bankruptcy Estate and its creditors.

25. Some of the inventory in Part One of the Personal Property is Eddie Bauer branded inventory pursuant to a license agreement between the Debtor and Eddie Bauer Licensing Services, LLC (“Eddie Bauer”), however, the Trustee was informed that Royal Heritage has a license agreement with Eddie Bauer under which the inventory will be sold. Eddie Bauer was given proper notice of the Motion and hearing thereon and no objection to the sale was made by it.

26. Other than the liens, claims and interests asserted by Regal West, SV Logistics and Serta, no other liens, claims or interests are known to the Trustee.

27. The Trustee further requested that Regal West and SV Logistics be required to release the inventory to the buyers upon notice from the Trustee that the sale has closed and that such turnover of the inventory be conducted as expeditiously as possible to minimize any additional storage fees to the Bankruptcy Estate.

28. Except with respect to Serta’s interest in Part Two of the Personal Property, pursuant to Section 363(f) of the Bankruptcy Code, to the extent that an interest by a third party exists, with respect to each such interest asserted on the Personal Property: (1) applicable non-bankruptcy law permits sale of the Personal Property free and clear of such interests; (2) such party consents to the sale; (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on the Personal Property; (4) such interest is in bona fide dispute; or (5) such party could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

29. The Trustee reserved all rights, claims and defenses with respect to all claims asserted against the Debtor, and all liens, security interests and other interests in the Part One of Personal Property.

30. Based on the foregoing, the Court approves the sale of the Personal Property under Section 363(b)(1), (f), (h) and (m) of the Bankruptcy Code and pursuant to the R&M APA.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Trustee’s Motion is GRANTED, and it is further ORDERED that:

1. Part One of the Personal Property is property of the Bankruptcy Estate and the Court

approves and confirms the sale of Part One of the Personal Property, free and clear of liens, claims, encumbrances, and other interests, including, but not limited to, of Regal West, SV Logistics and Serta. To the extent it applies to charges arising before the sale of the Personal Property the lien of Regal West against the Personal Property will be automatically terminated upon Trustee's payment to Regal West of the initial disbursement set forth in section 7 of the Order, below. With respect to inventory in Part One of the Personal Property, Regal West will retain lien rights for storage and charges for services that occur after Closing. With respect to inventory in the Part Two Personal Property, Regal West will retain lien rights for storage and charges for services that occur after Closing, to the extent same are not paid by the Trustee as set forth below in the Order;

2. The Court also approves and confirms the sale of Part Two of the Personal Property, subject to and as set forth in the R&M APA, and as further modified by the provisions with respect thereto in this Order, but otherwise free and clear of liens, claims, encumbrances and other interests, including, but not limited to Regal West, SV Logistics and Serta.

3. Royal Heritage shall pay the sum of \$515,000.00 to the Trustee in readily available funds upon entry of this Order;

4. R&M Group shall pay the sum of \$496,937.00 to the Trustee in readily available funds upon entry of this Order;

5. Upon notice by the Trustee that the sale has closed, Regal West and SV Logistics shall turnover Part One of the Personal Property to Royal Heritage and Part Two of the Personal Property to R&M Group and such turnover of the inventory be conducted as expeditiously as possible to minimize any additional storage fees to the Bankruptcy Estate associated with Part Two of the Personal Property;

6. R&M Group shall use its best efforts to remove Part Two of the Personal Property from the Regal West warehouse facility as expeditiously as possible after closing to minimize any additional storage fees to the Bankruptcy Estate associated with Part Two of the Personal Property;

7. Upon closing, the Trustee shall be authorized to make an initial disbursement of \$835,523.37 to Regal West;

8. Upon closing, the Trustee shall be authorized to disburse the sum on \$10,000.00 to Serta;

9. The Bankruptcy Estate shall be responsible for additional storage charges of Regal West associated with Part Two of the Personal Property, for the period up to and including thirty working days after the entry of this Order;

10. Upon the completion of the removal of Part Two of the Personal Property, Regal West shall notify the Trustee of the additional storage charges associated with Part Two of the Personal Property for the period up to and including thirty working days after the entry of this Order. Upon receipt of notice from Regal West, the Bankruptcy Estate shall pay to Regal West the additional storage charges associated with Part Two of the Personal Property for the period of up to and including thirty working days after entry of this Order;

11. R&M Group shall be responsible for the payment of the moving charges except that the Bankruptcy Estate will be responsible for one-half of the charges for putting the inventory on pallets and shrink wrapping associated with Part Two of the Personal Property;

12. Upon the completion of the removal of Part Two of the Personal Property, Regal West shall notify the Trustee the removal charges associated with Part Two of the Personal Property;

13. The Bankruptcy Estate shall initially pay Regal West the full amount due for putting the inventory on pallets and shrink wrapping associated with Part Two of the Personal Property (including R&M Group's half);

14. Upon payment by the Bankruptcy Estate of the charges associated with putting the inventory on pallets and shrink wrapping Part Two of the Personal Property to Regal West, R&M Group shall pay to the Trustee in readily available funds an amount equal to one half of the charges associated with putting the inventory on pallets and shrink wrapping Part Two of the Personal Property paid by the Bankruptcy Estate to Regal West;

15. The Bankruptcy Estate shall not be responsible for any charges associated with Part One of the Personal Property after closing.

16. Liens, claims, encumbrances and other interests, if any, shall attach to the proceeds of the

sale in accordance with the Bankruptcy Code and other applicable laws, and that any lienholder remove its lien from the public record within ten (10) days of notification of the closing by the Trustee;

17. The Trustee is authorized to execute any instrument or document necessary or appropriate to consummate the sale of the Personal Property as set forth above;

18. The Trustee, the buyer, and all other parties have acted in good faith and are entitled to the protection of Section 363(m) of the Bankruptcy Code;

19. Pursuant to Bankruptcy Rule 6004(h), the parties are not stayed for any period of time after the entry of this Order from consummating any and all transactions contemplated by the Trustee's Motion, including, without limitation, the closing of the proposed sale of the Personal Property;

20. All rights, claims and defenses with respect to all claims asserted against the Debtor, and all liens, security interests and other interests in the Personal Property are reserved to the Trustee;

21. The Court retains jurisdiction over this matter and the parties in interest to determine or resolve any disputes between them over the provisions herein and to otherwise enforce this Order.

This Order has been signed electronically.
The judge's signature and court's seal
appear at the top of the Order.

United States Bankruptcy Court

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of September 2, 2020 (the “Execution Date”), is entered into between R&M GROUP, LLC (“Buyer”) and Serta, Inc. (“Serta”), with respect to the sale of the Warming Inventory (as defined below), which is branded with certain trademarks of Serta, by the bankruptcy estate of Perfect Fit Industries, LLC (“PFI” or “Seller”), in that certain bankruptcy case styled as *In re: Perfect Fit Industries, LLC, Case No. 20-30706, United States Bankruptcy Court, Western District North Carolina, Charlotte Division* (the “Bankruptcy Case”). Buyer and Serta are referred to in this Agreement collectively as the “Parties.”

WHEREAS, Buyer wishes to purchase from Seller, and Seller desires to sell to Buyer, the Serta branded warming products listed on Exhibit A (the “Warming Inventory”), attached hereto and incorporated herein by this reference, some or all of which is presently located at the fulfillment center/warehouse of Regal West Corporation (“Regal West”) located in Anaheim, California (the “Regal Warehouse”);

WHEREAS, Seller filed a voluntary petition under Chapter 7 of the United States Bankruptcy Code (“Bankruptcy Code”) on July 24, 2020 in the above-referenced Bankruptcy Case;

WHEREAS, the Trustee filed a Motion for Authority to Sell Inventory, Trademarks and Certain Personal Property Free and Clear of Liens, Claims, Encumbrances, and Other Interests Pursuant to § 363 (the “Sale Motion”) in the Bankruptcy Case, including the Warming Inventory;

WHEREAS, the Warming Inventory is branded with trademarks owned by Serta;

WHEREAS, Serta filed an Objection to the Sale Motion on the basis, *inter alia*, that Seller does not have the right to sell the Warming Inventory to third parties without Serta’s permission based on its License Agreement with Debtor and its rights in its trademarks;

WHEREAS, the Parties desire to resolve the Sale Motion and Serta’s Objection thereto as set forth herein; and

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Agreements to Purchase and Sell. Subject to Bankruptcy Court Approval (as defined below) and except as otherwise set forth in this Agreement, at the closing Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from any liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code, with all valid liens, claims and interests to attach to the proceeds of sale, all right, title and interest of Seller in and to the Warming Inventory.

2. Purchase Price. In consideration of the sale by Seller to Buyer of the Warming Inventory, Buyer agrees to pay to Seller at Closing the sum of \$496,937.00 for purchase of the Warming Inventory in US Dollars in cash or certified funds (the “Purchase Price”).

3. No Assumed Liabilities. On the Closing Date, Buyer shall not assume any liabilities of Seller except as otherwise stated herein.

4. Closing

5. Closing Date. On the terms and subject to the conditions of this Agreement, the Closing shall occur no later than twenty-four hours after Bankruptcy Court Approval (the “Closing Date”). Time is of the essence.

6. Non-Exclusive Limited Trademark License Agreement as to the Warming Inventory

6.1 Serta is the owner of all right, title, and interest in and to the following trademarks:

SERTA
PERFECT SLEEPER
SERTAREST
“Counting Sheep” design
SERTAPEDIC
WE MAKE THE WORLD’S BEST MATTRESS (the “Marks”).

6.2 Buyer desires to acquire a license to use the Marks in connection with sale of the Warming Inventory by Buyer.

6.3 Serta grants Buyer, subject to the terms of this Agreement, a non-exclusive, non-transferable, limited license to use the Marks on the Warming Inventory and in connection with sale of the Warming Inventory for the Term set forth below, in the Territories set forth below and through the Distribution Channels set forth below (the “Limited License”).

6.4 Term. The above license will commence on the Effective Date of this Agreement and shall expire on the earlier of (1) sale of all of the Warming Inventory by Buyer, or (2) March 21, 2022 (the “Term”). After expiration of the Term, Buyer will have one hundred twenty (120) days to liquidate any remaining Warming Inventory consistent with the terms of this Agreement.

6.5 Territories. Buyer may offer the Warming Inventory for sale in the territories of the United States.

6.6 Distribution Channels/Restrictions. Buyer agrees not to directly sell the Warming Inventory to the following retail chains: Walmart, Costco, Costco.com, BJ’s, BJ’s.com, Target, Target.com, Sam’s Club and Samsclub.com ((Collectively with RH and PFI Affiliates (defined below), the “Excluded Retailers”)). Also before offering or selling any of the Warming Inventory to any of Big Lots, Lowe’s, Kohl’s, Bed Bath & Beyond,

JCP or Macy's, Buyer agrees to inform and collaborate with Serta on such sales opportunities and seek to secure the best price possible for same, so as not to denigrate the Serta brand. Buyer also agrees to work with Serta to sell the Warming Inventory to Walmart, as the preferred retailer for distribution, on terms acceptable to Serta. Additionally, Buyer agrees not to sell the Warming Inventory to Royal Heritage Home, LLC, any of its related entities ("RH"), or any entities related to PFI ("PFI Affiliates"). Buyer and Serta agree that the foregoing distribution channel restrictions apply only to direct sales of the Warming Inventory to those retailers; provided, however, that Buyer also will use reasonable efforts to avoid indirect sales of the Warming Inventory to the retailers identified in this paragraph. Buyer shall not distribute, sell, or offer for sale any of the Warming Inventory to any of the Excluded Retailers unless mutually agreed to by Serta and Buyer in writing. Simultaneous with the closing, Serta will provide Buyer with a letter on Serta letterhead authorizing Buyer to sell the Warming Inventory to retailers other than the Excluded Retailers.

6.7 Royalty. In exchange for the above Limited License, Buyer will pay Serta at Closing on the Closing Date a flat royalty fee of \$40,000 in US Dollars in cash or certified funds.

6.8 Warranty Claims Supply. Buyer will provide 250 sample pieces of the assets included in the Warming Inventory, selected by Buyer, to Serta to use to address any warranty claims received by Serta ("Sample Pieces"). Buyer will provide the Sample Pieces to Serta within twenty (20) days after written request to Buyer for same. Serta will pay to have the Samples Pieces picked up and delivered to the destination of their choosing.

6.9 Obsolete or Defective Product. Buyer will inspect and agrees not to sell any defective or obsolete product which is part of the Warming Inventory. Upon reasonable notice to Buyer, Serta may also inspect the Warming Inventory.

7. Use of Marks

7.1 Buyer agrees that the Limited License does not constitute a partnership or joint venture, and agrees not to use the Marks or the name of Serta other than as provided in this Limited License.

7.2 Buyer agrees that it will not alter, modify, dilute or otherwise misuse the Marks, or use the Marks on or in connection with any products or services or in any manner, or make any statements or claims, or distribute, sell, or offer for sale the Warming Inventory to any customer or in any channel of trade, that would or would be likely to damage or demean the name or reputation of the Marks or Serta.

7.3 Buyer agrees not to use any other trademark, service mark, logo, symbol, or devices in combination with the Marks without the prior written consent of Serta.

7.4 At the direction of Serta, Buyer shall cause to appear in association with the Marks such copyright, trademark or other notices as Serta may from time to time designate. For example same, includes but is not limited to, requiring Buyer to include Serta' copyright, trademark or other notices on any advertisements of the Warming Inventory.

8. Ownership and Protection Rights

8.1 Buyer recognizes the value of the goodwill associated with the Marks and acknowledges that such goodwill belongs exclusively to Serta. Buyer acknowledges the exclusive right, title and interest of Serta in and to the Marks, and agrees that it will not claim or represent that it owns any right, title or interest in or to any of the Marks.

8.2 Buyer agrees that its use of the Marks on and in connection with sale of the Warming Inventory inures to the benefit of Serta and agrees not to register, attempt to register, or attempt to obtain ownership, on its own behalf or through a third party, in any jurisdiction, of any of the Marks. Buyer further agrees not to contest Serta's ownership of the Marks.

9. Termination of Limited License.

9.1 The Limited License will terminate immediately, without notice, if any of the following occur:

9.1.1 Either party fails to observe or perform any covenant or obligation herein with respect to the Limited License.

9.1.2 Either party files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if a receiver is appointed for a party or for the party's business.

9.2 Termination of the Limited License shall not impair any rights of Serta, nor shall it relieve Buyer of any of its obligations hereunder or any rights or obligations that have accrued prior to termination of this Agreement.

9.3 Upon termination, Buyer's right to use the Marks on the Warming Inventory shall immediately cease.

10. Waiver. No waiver of any term of this Agreement shall be valid unless set forth in a writing signed by the party against which the waiver is sought to be enforced. No waiver by either party of any breach of or failure of performance under this Agreement shall be deemed a continuing waiver or a waiver as to any subsequent or similar breach.

11. No Assignment. Neither this Limited License, this Agreement or any right, license or privilege granted to Buyer herein shall be assignable, by operation of law or otherwise, without Serta's prior written consent to same.

12. Representations of Buyer

12.1 Financial Status. Buyer has adequate funds to complete the transactions contemplated herein without any financing contingency.

12.2 No Conflict. Neither the execution nor performance of this Agreement will violate any contract or other commitment to which Buyer is a party, or by which it is bound,

or will be in conflict with, or result in or constitute a breach or default on the part of Buyer under any such indenture, contract or other commitment.

12.3 Compliance with Laws. All consents, approvals and authorizations and all other requirements prescribed by any law, rule or regulation which must be obtained or satisfied by Buyer and which are necessary for the execution and delivery by Buyer of this Agreement and the documents to be executed and delivered by Buyer in connection herewith have been obtained and satisfied or shall be obtained and satisfied.

12.4 As-Is; Where-Is. Buyer acknowledges and agrees that all of the Warming Inventory is being purchased by Buyer in “As-Is” and “Where-Is” condition, without warranties express or implied. Buyer further acknowledges and agrees that Buyer is familiar with Warming Inventory and unconditionally accepts the purchase of the Warming Inventory in such “As-Is” and “Where-Is” condition, pursuant to the terms herein.

12.5 Confidentiality. It is acknowledged by Buyer that all information discovered in the course of its due diligence or in the course of its communications with Serta related to the Limited License and sell, distribution and marketing of the Warming Inventory is in all respects of a confidential nature and Buyer agrees to keep all such information confidential and not disclose same to any party without the prior written consent of Serta, or if required by court order.

12.6 Corporate Authority: Buyer represents to Seller that this Agreement, the transactions contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary partnership, corporate or trust proceedings and actions, including without limitation the action on the part of the directors, if the party is a corporation. Certified copies of such corporate or other resolutions authorizing this transaction shall upon request be delivered at the Closing.

13. Conditions to Closing

This Agreement shall be subject to the satisfaction of the following conditions ("Closing Conditions"):

13.1 Bankruptcy Court Approval. By written order (the “Bankruptcy Court Order”) the Court shall approve this Agreement and the transactions contemplated herein pursuant to §363(b), (f) and (m) of the Bankruptcy Code as a sale to a good faith purchaser “free and clear” of all liens, claims and encumbrances and subject to this Agreement.

13.2 Compliance with Agreement. Buyer shall have otherwise complied with all terms and conditions of this Agreement.

13.3 Bankruptcy Court Approval and Authorization. Notwithstanding any provision herein to the contrary, Seller's obligation to sell and Buyer's obligation to purchase the Warming Inventory and Serta's obligation to agree to the Limited License

pursuant to the terms of this Agreement is expressly subject to and contingent upon the approval and entry of an Order of the Bankruptcy Court authorizing the sale of the Warming Inventory to Buyer subject to this Agreement and free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances attaching instead to the cash proceeds of the sale in the order and with such validity and priority as existed prior to the sale as provided for by applicable law (the "Bankruptcy Court Approval"). In the event that such Bankruptcy Court Approval is not obtained, this Agreement shall terminate and shall be null, voided and of no evidentiary effect in any proceeding.

13.4 Governing Law. This Agreement shall be governed and construed by the laws of the State of Illinois and/or applicable federal law. The Parties agree that exclusive jurisdiction over any legal action arising out of or in connection with this Agreement will be in state or federal courts located in Chicago, Illinois, and Buyer hereby consents to such jurisdiction and venue; except claims related to the bankruptcy proceeding shall be brought in the U.S. Bankruptcy Court, Western District of North Carolina, Charlotte Division.

13.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with regard to its subject matter and supersedes all prior agreements between them pertaining to its subject matter, including, but not limited to the Notice of Intent dated August 19, 2020 between Buyer and Seller and the Term Sheet between Buyer and Serta dated August 30, 2020. This Agreement may be altered or amended only in a duly executed writing.

Executed this 2nd day of September, 2020.

Buyer:

R & M Group, LLC

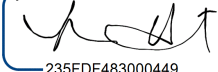
By _____

Its _____

Serta:

Serta, Inc.

Signed by:



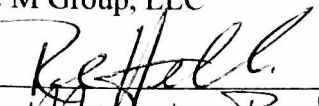
By _____

Its EVP, Chief Marketing Officer

Executed this 2nd day of September, 2020.

Buyer:

R & M Group, LLC

By 
Its Managing Partner

Serta:

Serta, Inc.

By _____
Its _____

EXHIBIT A

WARMING INVENTORY LIST

Serta Warming Product at Regal		
Item	UPC Code	On Hand
SERTA Low Volt 233TC Striped WaterProof Warming Mattress Pad Twin White	038533795506	1
SERTA Low Volt 233TC Striped WaterProof Warming Mattress Pad Full White	038533795513	1
SERTA Low Volt Waterproof Mattress Pad White Twin	038533795506	326
SERTA Low Volt Waterproof Mattress Pad White Full	038533795513	276
SERTA Low Volt Waterproof Mattress Pad White Queen	038533795520	488
SERTA Low Volt Waterproof Mattress Pad White King	038533795537	632
SERTA Low Volt Waterproof Mattress Pad White CalKing	038533795551	139
SERTA Low Volt Tripple Ribbed Blanket Twin Ivory	038533795308	1
SERTA Low Volt Tripple Ribbed Foot Warmer 35X20 Natural	038533830122	3554
SERTA Low Volt Tripple Ribbed Foot Warmer 35X20 Beige	038533818397	3390
SERTA Low Volt Tripple Ribbed Foot Warmer 35X20 Sage	038533818403	360
SERTA 110Volt MicroSuede Warming Furniture Protector Tan LoveSeat	038533817307	547
SERTA 110Volt MicroSuede Warming Furniture Protector Tan Chair	038533817314	2147
SERTA 110Volt MicroSuede Warming Furniture Protector Navy Chair	038533870340	532
SERTA 110Volt MicroSuede Warming Furniture Protector Gray Chair	038533870326	373
SERTA 110Volt MicroSuede Warming Furniture Protector Merlot Chair	038533870333	323
SERTA 110Volt MicroSuede Warming Furniture Protector Tan Sofa	038533817291	188
SERTA Low Volt Sherpa Warming Mattress Pad Twin White	038533825036	33
SERTA Low Volt Sherpa Warming Mattress Pad Full White	038533825043	3
SERTA Low Volt Sherpa Warming Mattress Pad Queen White	038533825050	9
SERTA Low Volt Sherpa Warming Mattress Pad CalKing White	038533825074	18
SERTA Low Volt Sherpa Mattress Pad White Twin	038533825036	163
SERTA Low Volt Sherpa Mattress Pad White Full	038533825043	129
SERTA Low Volt Sherpa Mattress Pad White Queen	038533825050	607
SERTA Low Volt Sherpa Mattress Pad White King	038533825067	289
SERTA Low Volt Sherpa Mattress Pad White CalKing	038533825074	138
SERTA 110Volt MicroPlush Foot Warmer Ivory 35x20	038533805397	253
SERTA 110Volt Suede/Sherpa Foot Warmer 20X24 Navy	038533877158	1430
SERTA 110Volt Suede/Sherpa Foot Warmer 20X24 Grey	038533877141	1443
SERTA 110Volt MicroSuede Warming Furniture Protector Tan Chair	038533825296	2
SERTA Low Volt Luxe Plush Warming Blanket Full Cloud	038533826729	4
SERTA Low Volt Luxe Plush Warming Blanket Queen Cloud	038533826736	1
SERTA Low Volt Luxe Plush Warming Blanket Topaz Queen	038533806042	2
SERTA Low Volt Luxe Plush Blanket Cloud Twin	038533826712	63
SERTA Low Volt Luxe Plush Blanket Gray Twin	038533867159	48
SERTA Low Volt Luxe Plush Blanket Pearl Twin	038533805984	1717
SERTA Low Volt Luxe Plush Blanket Sapphire Twin	038533806066	126
SERTA Low Volt Luxe Plush Blanket Cloud Full	038533826729	204
SERTA Low Volt Luxe Plush Blanket Gray Full	038533867166	201
SERTA Low Volt Luxe Plush Blanket Pearl Full	038533805991	294
SERTA Low Volt Luxe Plush Blanket Sapphire Full	038533806073	87
SERTA Low Volt Luxe Plush Blanket Cloud Queen	038533826736	123
SERTA Low Volt Luxe Plush Blanket Gray Queen	038533867173	213

SERTA Low Volt Luxe Plush Blanket Pearl Queen	038533806004	135
SERTA Low Volt Luxe Plush Blanket Sapphire Queen	038533806080	87
SERTA Low Volt Luxe Plush Blanket Cloud King	038533826743	160
SERTA Low Volt Luxe Plush Blanket Gray King	038533867180	292
SERTA Low Volt Luxe Plush Blanket Pearl King	038533806011	184
SERTA Low Volt Luxe Plush Blanket Sapphire King	038533806097	260
SERTA 110Volt MicroPlush Foot Warmer Gray 35x20	038533870272	856
SERTA 110Volt Plush Blanket Twin Ivory	038533836278	4
SERTA 110Volt Plush Blanket Gray Full	038533836889	3
SERTA 110Volt Plush Blanket Queen Ivory	038533836292	1
SERTA 110Volt Plush Blanket Ivory King	038533836827	1
SERTA 110Volt QVC Silky Blanket Full Ivory	038533852544	21
SERTA 110Volt QVC Silky Blanket Full Chocolate	038533852582	41
SERTA 110Volt QVC Silky Blanket Full Taupe	038533852629	1
SERTA 110Volt QVC Silky Blanket Queen Ivory	038533852551	159
SERTA 110Volt QVC Silky Blanket Queen Chocolate	038533852599	149
SERTA 110Volt QVC Silky Blanket Queen Taupe	038533852636	76
SERTA 110Volt QVC Silky Blanket Queen Grey	038533852513	1
SERTA 110Volt QVC Silky Blanket King Ivory	038533852568	17
SERTA 110Volt QVC Silky Blanket King Chocolate	038533852605	57
SERTA 110Volt QVC Silky Blanket King Taupe	038533852643	10
SERTA 110Volt MicroFleece Blanket Natural Twin	038533836919	1
SERTA 110Volt MicroFleece Blanket Twin Grey	038533851349	4
SERTA 110Volt MicroFleece Blanket Full Grey	038533851356	4
SERTA 110Volt MicroFleece Blanket Slate Blue Queen	038533837015	2
SERTA 110Volt MicroFleece Blanket Gray Queen	038533856764	255
SERTA 110Volt MicroFleece Blanket Slate Blue King	038533837022	1
SERTA 200gsm Plush Warming Lumbar Cushion 14x6 Gray	038533854180	4
QVC SERTA Shiny Pocket Wrap Ivory	038533854227	31
QVC SERTA Shiny Pocket Wrap Taupe	038533854241	4
QVC SERTA Shiny Pocket Wrap Grey	038533854210	4
SERTA 110Volt MicroPlush Mattress Pad White Twin	038533837527	499
SERTA 110Volt MicroPlush Mattress Pad White Full	038533837534	9
SERTA 110Volt MicroPlush Mattress Pad Queen White	038533837541	5
SERTA 110Volt Sherpa Mattress Pad White Full	038533837596	539
SERTA 110Volt Sherpa Mattress Pad White Queen	038533837602	80
SERTA 110Volt Sherpa Mattress Pad White CalKing	038533837633	577
SERTA 110Volt 200gsm MacroMink Warming Cape Chocolate	038533844020	5
SERTA 110Volt MicroFleece Sherpa Throw Chocolate	038533837749	2
SERTA 110Volt Silky Blanket Full Ivory	038533856597	1
SERTA 110Volt Silky Blanket Full Chocolate	038533851318	119
SERTA 110Volt Silky Blanket Full Sand	038533851134	1
SERTA 110Volt Silky Blanket Queen Chocolate	038533851325	9
SERTA 110Volt Silky Blanket King Chocolate	038533851332	155
SERTA 110Volt Quilted Medallion Blanket Taupe Twin	038533869115	102
SERTA 110Volt Quilted Medallion Blanket Ivory Twin	038533869078	93
SERTA 110Volt Quilted Medallion Blanket Gray Twin	038533869153	150
SERTA 110Volt Quilted Medallion Blanket Taupe Full	038533869122	68
SERTA 110Volt Quilted Medallion Blanket Ivory Full	038533869085	114

SERTA 110Volt Quilted Medallion Blanket Gray Full	038533869160	60
SERTA 110Volt Quilted Medallion Blanket Taupe Queen	038533869139	160
SERTA 110Volt Quilted Medallion Blanket Ivory Queen	038533869092	245
SERTA 110Volt Quilted Medallion Blanket Gray Queen	038533869177	204
SERTA 110Volt Quilted Medallion Blanket Ivory King	038533869108	94
SERTA 110Volt Quilted Medallion Blanket Gray King	038533869184	67
SERTA 110Volt Rabbit Throw Ivory	038533860297	1457
SERTA 110Volt Rabbit Throw Black	038533875062	1101
SERTA 110Volt Rabbit Throw Taupe	038533875079	752
SERTA 110Volt Rabbit Pocket Wrap White	038533872856	382
SERTA 110Volt Rabbit Pocket Wrap Taupe	038533875086	998
SERTA 110Volt HoneyComb Faux Fur Throw Sand	038533860990	2
SERTA 110Volt Chevron Throw Gray	038533861010	3
SERTA 110Volt Chevron Throw Marshmallow	038533861003	54
SERTA 110Volt Silky Throw Houndstooth Black/White	038533869719	1048
SERTA 110Volt Silky Throw Bias Plaid	038533869726	762
SERTA 110Volt Shiny/Sherpa Throw Bear Gray	038533869702	612
SERTA 110Volt Silky Throw Plaid Blue	038533875130	1008
SERTA 110Volt Silky Throw Plaid Brown	038533875147	988
SERTA 110Volt Shiny/Sherpa Throw Penguin Teal	038533874751	787
SERTA 110Volt Shiny/Sherpa Throw Penguin Red	038533872627	604
SERTA 110Volt 3D Pinsonic Blanket Ivory Twin	038533869481	220
SERTA 110Volt 3D Pinsonic Blanket Gray Twin	038533869528	205
SERTA 110Volt 3D Pinsonic Blanket Smoky Amethyst Twin	038533869566	222
SERTA 110Volt 3D Pinsonic Blanket Ivory Full	038533869498	174
SERTA 110Volt 3D Pinsonic Blanket Gray Full	038533869535	161
SERTA 110Volt 3D Pinsonic Blanket Smoky Amethyst Full	038533869573	161
SERTA 110Volt 3D Pinsonic Blanket Ivory Queen	038533869504	213
SERTA 110Volt 3D Pinsonic Blanket Gray Queen	038533869542	265
SERTA 110Volt 3D Pinsonic Blanket Smoky Amethyst Queen	038533869580	236
SERTA 110Volt 3D Pinsonic Blanket Ivory King	038533869511	61
SERTA 110Volt 3D Pinsonic Blanket Gray King	038533869559	72
SERTA 110Volt 3D Pinsonic Blanket Smoky Amethyst King	038533869597	88
SERTA 110Volt Shiny/Sherpa Throw Dogs Red	038533874386	780
SERTA Plush Electric Back & Shoulder Wrap Sand	038533825371	3
SERTA Plush Electric Back & Shoulder Wrap Gray	038533840145	2
SERTA 3-in-1 Warming Traveler Throw Khaki 30x40"	038533825357	6
SERTA 3-in-1 Warming Traveler Throw Gray 30x40"	038533825364	2
SERTA 110Volt Comfort Plush Blanket Ivory Twin	038533860372	255
SERTA 110Volt Comfort Plush Blanket Sand Twin	038533860419	310
SERTA 110Volt Comfort Plush Blanket Gray Twin	038533860457	185
SERTA 110Volt Comfort Plush Blanket Teal Twin	038533873372	73
SERTA 110Volt Comfort Plush Blanket Ivory Full	038533860389	315
SERTA 110Volt Comfort Plush Blanket Sand Full	038533860426	446
SERTA 110Volt Comfort Plush Blanket Gray Full	038533860464	249
SERTA 110Volt Comfort Plush Blanket Teal Full	038533873389	61
SERTA 110Volt Comfort Plush Blanket Ivory Queen	038533860396	267
SERTA 110Volt Comfort Plush Blanket Sand Queen	038533860433	208
SERTA 110Volt Comfort Plush Blanket Gray Queen	038533860471	271

SERTA 110Volt Comfort Plush Blanket Ivory King	038533860402	139
SERTA 110Volt Comfort Plush Blanket Sand King	038533860440	312
SERTA 110Volt Comfort Plush Blanket Gray King	038533860488	1
SERTA 110Volt Comfort Plush Blanket Teal King	038533873402	5
SERTA 110Volt MicroFleece Blanket Chocolate Twin	038533860884	373
SERTA 110Volt MicroFleece Blanket Natural Twin	038533860723	1126
SERTA 110Volt MicroFleece Blanket Beige Twin	038533860761	848
SERTA 110Volt MicroFleece Blanket Slate Blue Twin	038533860808	349
SERTA 110Volt MicroFleece Blanket Spice Twin	038533873419	97
SERTA 110Volt MicroFleece Blanket Gray Twin	038533860846	821
SERTA 110Volt MicroFleece Blanket Chocolate Full	038533860891	287
SERTA 110Volt MicroFleece Blanket Natural Full	038533860730	820
SERTA 110Volt MicroFleece Blanket Beige Full	038533860778	904
SERTA 110Volt MicroFleece Blanket Slate Blue Full	038533860815	639
SERTA 110Volt MicroFleece Blanket Spice Full	038533873426	79
SERTA 110Volt MicroFleece Blanket Gray Full	038533860853	434
SERTA 110Volt MicroFleece Blanket Chocolate Queen	038533860907	234
SERTA 110Volt MicroFleece Blanket Natural Queen	038533860747	621
SERTA 110Volt MicroFleece Blanket Beige Queen	038533860785	939
SERTA 110Volt MicroFleece Blanket Slate Blue Queen	038533860822	317
SERTA 110Volt MicroFleece Blanket Spice Queen	038533873433	81
SERTA 110Volt MicroFleece Blanket Gray Queen	038533860860	12
SERTA 110Volt MicroFleece Blanket Chocolate King	038533860914	135
SERTA 110Volt MicroFleece Blanket Natural King	038533860754	292
SERTA 110Volt MicroFleece Blanket Beige King	038533860792	189
SERTA 110Volt MicroFleece Blanket Slate Blue King	038533860839	164
SERTA 110Volt MicroFleece Blanket Spice King	038533873440	46
SERTA 110Volt MicroFleece Blanket Gray King	038533860877	407
SERTA 110Volt 175gsm MicroPlush/Sherpa Throw Red Plaid	038533875192	264
SERTA 110Volt 175gsm MicroPlush/Sherpa Throw Sand	038533875215	374
SERTA 110Volt 175gsm MicroPlush/Sherpa Throw Charcoal	038533873921	5
SERTA 110Volt 175gsm MicroPlush/Sherpa Throw Bay Blue	038533875222	368
SERTA 110Volt 175gsm MicroPlush/Sherpa Throw Bay Blue Snowflake	038533873907	369
SERTA 110Volt 175gsm MicroPlush/Sherpa Throw Garnet	038533875208	592
SERTA 110Volt 175gsm MicroPlush Blanket Ivory Twin	038533875413	129
SERTA 110Volt 175gsm MicroPlush Blanket Sand Twin	038533875291	114
SERTA 110Volt 175gsm MicroPlush Blanket Charcoal Twin	038533875338	97
SERTA 110Volt 175gsm MicroPlush Blanket Bay Blue Twin	038533875376	117
SERTA 110Volt 175gsm MicroPlush Blanket Garnet Twin	038533875253	128
SERTA 110Volt 175gsm MicroPlush Blanket Ivory Full	038533875420	107
SERTA 110Volt 175gsm MicroPlush Blanket Sand Full	038533875307	106
SERTA 110Volt 175gsm MicroPlush Blanket Charcoal Full	038533875345	97
SERTA 110Volt 175gsm MicroPlush Blanket Bay Blue Full	038533875383	103
SERTA 110Volt 175gsm MicroPlush Blanket Garnet Full	038533875260	108
SERTA 110Volt 175gsm MicroPlush Blanket Ivory Queen	038533875437	160
SERTA 110Volt 175gsm MicroPlush Blanket Sand Queen	038533875314	120
SERTA 110Volt 175gsm MicroPlush Blanket Charcoal Queen	038533875352	137
SERTA 110Volt 175gsm MicroPlush Blanket Bay Blue Queen	038533875390	156
SERTA 110Volt 175gsm MicroPlush Blanket Garnet Queen	038533875277	168

SERTA 110Volt 175gsm MicroPlush Blanket Ivory King	038533875444	65
SERTA 110Volt 175gsm MicroPlush Blanket Sand King	038533875321	36
SERTA 110Volt 175gsm MicroPlush Blanket Charcoal King	038533875369	37
SERTA 110Volt 175gsm MicroPlush Blanket Bay Blue King	038533875406	69
SERTA 110Volt 175gsm MicroPlush Blanket Garnet King	038533875284	79
SERTA 110Volt Kohls Silky BlueTooth Blanket Sand Twin	038533876175	27
SERTA 110Volt Kohls Silky BlueTooth Blanket Navy Twin	038533876090	30
SERTA 110Volt Kohls Silky BlueTooth Blanket Gray Twin	038533876137	26
SERTA 110Volt Kohls Silky BlueTooth Blanket Sand Full	038533876182	23
SERTA 110Volt Kohls Silky BlueTooth Blanket Navy Full	038533876106	59
SERTA 110Volt Kohls Silky BlueTooth Blanket Gray Full	038533876144	43
SERTA 110Volt Kohls Silky BlueTooth Blanket Sand Queen	038533876199	62
SERTA 110Volt Kohls Silky BlueTooth Blanket Navy Queen	038533876113	63
SERTA 110Volt Kohls Silky BlueTooth Blanket Gray Queen	038533876151	63
SERTA 110Volt Kohls Silky BlueTooth Blanket Sand King	038533876205	29
SERTA 110Volt Kohls Silky BlueTooth Blanket Navy King	038533876120	29
SERTA 110Volt Kohls Silky BlueTooth Blanket Gray King	038533876168	15
SERTA 110Volt MicroPlush Mattress Pad White Twin	038533862598	155
SERTA 110Volt MicroPlush Mattress Pad White Full	038533862604	260
SERTA 110Volt MicroPlush Mattress Pad White Queen	038533862611	603
SERTA 110Volt MicroPlush Mattress Pad White King	038533862628	251
SERTA 110Volt MicroPlush Mattress Pad White CalKing	038533862635	127
SERTA 110Volt BlueTooth MicroPlush Mattress Pad White Twin	038533875093	183
SERTA 110Volt BlueTooth MicroPlush Mattress Pad White Full	038533875109	139
SERTA 110Volt BlueTooth MicroPlush Mattress Pad White Queen	038533875116	472
SERTA 110Volt BlueTooth MicroPlush Mattress Pad White King	038533875123	178
SERTA 110Volt BlueTooth MicroPlush Mattress Pad White CalKing	038533875857	99
SERTA 110Volt Sherpa Mattress Pad White Twin	038533860921	122
SERTA 110Volt Sherpa Mattress Pad White Queen	038533860945	1050
SERTA 110Volt Sherpa Mattress Pad White King	038533860952	670
SERTA 110Volt Cotton Blend Mattress Pad White Twin	038533869641	190
SERTA 110Volt Cotton Blend Mattress Pad White Full	038533869658	9
SERTA 110Volt Cotton Blend Mattress Pad White Queen	038533869665	17
SERTA 110Volt Cotton Blend Mattress Pad White King	038533869672	97
SERTA 110Volt Cotton Blend Mattress Pad White CalKing	038533869689	9
SERTA 110Volt All Season Mattress Pad White Twin	038533869603	37
SERTA 110Volt All Season Mattress Pad White Full	038533869610	28
SERTA 110Volt All Season Mattress Pad White Queen	038533869627	12
SERTA 110Volt Kohls MicroVelour BlueTooth Mattress Pad White Twin	038533876045	60
SERTA 110Volt Kohls MicroVelour BlueTooth Mattress Pad White Full	038533876052	104
SERTA 110Volt Kohls MicroVelour BlueTooth Mattress Pad White Queen	038533876069	422
SERTA 110Volt Kohls MicroVelour BlueTooth Mattress Pad White King	038533876076	159
SERTA 110Volt Kohls MicroVelour BlueTooth Mattress Pad White CalKing	038533876083	16
SERTA 110Volt MicroFleece/Sherpa Throw Chocolate	038533861072	3647
SERTA 110Volt MicroFleece/Sherpa Throw Beige	038533861065	3691
SERTA 110Volt MicroFleece/Sherpa Throw Navy	038533861096	2200
SERTA 110Volt MicroFleece/Sherpa Throw Slate Blue	038533861119	7354
SERTA 110Volt MicroFleece/Sherpa Throw Gray	038533861089	5686
SERTA 110Volt MicroFleece/Sherpa Throw Red Pepper	038533861102	2224

SERTA 110Volt Faux Fur Throw Gray	038533860983	413
SERTA 110Volt Silky Throw Pine	038533874805	564
SERTA 110Volt Silky Throw Chocolate	038533861058	564
SERTA 110Volt Silky Throw Sand	038533861034	566
SERTA 110Volt Silky Throw Navy	038533861041	116
SERTA 110Volt Silky Throw Gray	038533861027	354
SERTA 110Volt Silky Blanket Pine Twin	038533874768	211
SERTA 110Volt Silky Blanket Ivory Twin	038533860600	396
SERTA 110Volt Silky Blanket Chocolate Twin	038533860686	353
SERTA 110Volt Silky Blanket Sand Twin	038533860563	508
SERTA 110Volt Silky Blanket Navy Twin	038533860648	611
SERTA 110Volt Silky Blanket Gray Twin	038533860525	601
SERTA 110Volt Silky Blanket Pine Full	038533874775	86
SERTA 110Volt Silky Blanket Ivory Full	038533860617	336
SERTA 110Volt Silky Blanket Chocolate Full	038533860693	320
SERTA 110Volt Silky Blanket Sand Full	038533860570	419
SERTA 110Volt Silky Blanket Navy Full	038533860655	139
SERTA 110Volt Silky Blanket Gray Full	038533860532	137
SERTA 110Volt Silky Blanket Pine Queen	038533874782	187
SERTA 110Volt Silky Blanket Ivory Queen	038533860624	443
SERTA 110Volt Silky Blanket Chocolate Queen	038533860709	212
SERTA 110Volt Silky Blanket Sand Queen	038533860587	555
SERTA 110Volt Silky Blanket Navy Queen	038533860662	1
SERTA 110Volt Silky Blanket Gray Queen	038533860549	408
SERTA 110Volt Silky Blanket Pine King	038533874799	97
SERTA 110Volt Silky Blanket Ivory King	038533860631	2
SERTA 110Volt Silky Blanket Chocolate King	038533860716	45
SERTA 110Volt Silky Blanket Sand King	038533860594	310
SERTA 110Volt Silky Blanket Gray King	038533860556	3
SERTA 110Volt Snuggler Cape Chocolate	038533861140	1334
SERTA 110Volt Snuggler Cape Sand	038533861133	1389
SERTA 110Volt Snuggler Cape Navy	038533861157	1844
SERTA 110Volt Snuggler Cape Gray	038533861126	1372
SERTA 110Volt BlueTooth Silky Blanket Pine Twin	038533874898	204
SERTA 110Volt BlueTooth Silky Blanket Sand Twin	038533874935	179
SERTA 110Volt BlueTooth Silky Blanket Navy Twin	038533875017	129
SERTA 110Volt BlueTooth Silky Blanket Gray Twin	038533874973	171
SERTA 110Volt BlueTooth Silky Blanket Pine Full	038533874904	193
SERTA 110Volt BlueTooth Silky Blanket Sand Full	038533874942	175
SERTA 110Volt BlueTooth Silky Blanket Navy Full	038533875024	169
SERTA 110Volt BlueTooth Silky Blanket Gray Full	038533874980	157
SERTA 110Volt BlueTooth Silky Blanket Pine Queen	038533874911	235
SERTA 110Volt BlueTooth Silky Blanket Sand Queen	038533874959	139
SERTA 110Volt BlueTooth Silky Blanket Navy Queen	038533875031	209
SERTA 110Volt BlueTooth Silky Blanket Gray Queen	038533874997	197
SERTA 110Volt BlueTooth Silky Blanket Pine King	038533874928	131
SERTA 110Volt BlueTooth Silky Blanket Sand King	038533874966	88
SERTA 110Volt BlueTooth Silky Blanket Navy King	038533875048	117
SERTA 110Volt BlueTooth Silky Blanket Gray King	038533875000	90

SERTA MicroFleece Battery Throw 40X50 Navy	038533874867	1372
SERTA MicroFleece Battery Throw 40X50 Black	038533874843	1801
SERTA MicroFleece Battery Throw 40X50 Merlot	038533874850	1483
SERTA 110Volt Silky Throw Snowflake White	038533869696	414
SERTA 110Volt Silky Throw Snowflake Navy	038533860358	233
SERTA 110Volt Silky Blanket Snowflake Navy Twin	038533872672	476
SERTA 110Volt Silky Blanket Snowflake Merlot Twin	038533872634	433
SERTA 110Volt Silky Blanket Snowflake Navy Full	038533872689	334
SERTA 110Volt Silky Blanket Snowflake Merlot Full	038533872641	300
SERTA 110Volt Silky Blanket Snowflake Navy Queen	038533872696	269
SERTA 110Volt Silky Blanket Snowflake Merlot Queen	038533872658	180
SERTA 110Volt Silky Blanket Snowflake Navy King	038533872702	257
SERTA 110Volt Silky Blanket Snowflake Merlot King	038533872665	185
SERTA 110Volt Silky Throw Buffalo Check Green	038533867197	312
SERTA 110Volt Silky Throw Buffalo Check Red	038533860365	564
SERTA 110Volt Luxe Cuddler Wrap w/pockets Cloud	038533861171	2444
SERTA 110Volt Luxe Cuddler Wrap w/pockets Sapphire	038533861164	2744
SERTA 110Volt Sam's Plush/Sherpa Throw Taupe	038533873860	1290
SERTA 110Volt Sam's Plush/Sherpa Throw Grey	038533873877	954
SERTA 110Volt Sam's Plush/Sherpa Throw Silver Plaid	038533873891	1331
SERTA 110Volt Sam's Plush/Sherpa Throw Gray Plaid	038533873884	884
SERTA 110Volt Sam's BlueTooth Mattress Pad White Queen	038533873846	1
WARRANTY SERTA 4-SET 35X20 White 01/CS	038533870210	1
SERTA 110Volt 10S LCD Mattress Pad Controller BlueTooth for Queen size	#N/A	924
SERTA 110Volt 10S LCD Mattress Pad Controller BlueTooth for Twin,Full & King sizes	#N/A	82
		125,393